Outlook

St-431/2026 - Studenac d.o.o. - Prijava tražbine (Obrazac 3) i prilozi

Šalje Jakub Linkowski <jakub.linkowski@gmail.com>
Datum sub, 24.10.2026. 15:36
Prima PRIJAVA-TRAZBINE <prijavatrazbine@fina.hr>; stecajni@odpoljak.hr <stecajni@odpoljak.hr>

1 privitak (veličina: 3 MB)
Obrazac3&Prilozi_Optivio Consulting.pdf;

FINANCIJSKA AGENCIJA
RC SPLIT
1
24 -10- 2026
PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 034-311/26-10/18
UR. BROJ 118-08-5012-26-612

HRVATSKI

Poštovani,

u privitku ovog e-maila, kao vjerovnik **Optivio Consulting Jakub Linkowski** (ul. Argentyńska 26A, 05-825 Grodzisk Mazowiecki, Poljska, OIB/NIP: PL7292479377), podnosim **Obrazac 3** (Prijava tražbine vjerovnika u predstečajnom postupku) s pripadajućim prilozima u predmetu predstečajnog postupka nad dužnikom **STUDENAC d.o.o.** (Omiš, Četvrt Ribnjak 17, OIB: 02023029348), koji se vodi pred Trgovačkim sudom u Splitu pod poslovnim brojem **St-431/2026**.

Ukupan iznos prijavljene tražbine iznosi **2.000,00 EUR** (glavnica: 2.000,00 EUR, kamate: 0,00 EUR).

U prilogu se nalaze sljedeći dokumenti:

1. Popunjeni i potpisani **Obrazac 3**.
2. Ugovor o savjetodavnim uslugama (Consulting Agreement) od 03.10.2025.
3. Račun br. FS/26/8/1 od 31.08.2026. na iznos od 1.000,00 EUR.
4. Račun br. FS/26/10/1 od 10.10.2026. na iznos od 967,00 EUR.
5. Račun br. FS/26/10/2 od 10.10.2026. na iznos od 33,00 EUR.

Molim da sud i nadležna Financijska agencija (FINA) potvrde primitak ove prijave.

S poštovanjem,

ENGLISH

Dear Sir/Madam,

Please find attached the **Form 3** (Lodgement of a Creditor's Claim in Pre-Bankruptcy Proceedings) along with supporting documents, submitted on behalf of the creditor **Optivio Consulting Jakub Linkowski** (ul. Argentyńska 26A, 05-825 Grodzisk Mazowiecki, Poland, Tax ID / OIB: PL7292479377), in the pre-bankruptcy proceedings concerning the debtor **STUDENAC d.o.o.** (Omiš, Četvrt Ribnjak 17, OIB: 02023029348), pending before the Commercial Court in Split under case reference **St-431/2026**.

The total amount of the claimed debt is **2.000,00 EUR** (principal: 2.000,00 EUR, interest: 0,00 EUR).

The following documents are enclosed:

1. Completed and signed **Form 3**.
2. Consulting Agreement dated 3 October 2025.
3. Invoice No. FS/26/8/1 dated 31 August 2026, for the amount of 1.000,00 EUR.
4. Invoice No. FS/26/10/1 dated 10 October 2026, for the amount of 967,00 EUR.
5. Invoice No. FS/26/10/2 dated 10 October 2026, for the amount of 33,00 EUR.

Kindly confirm receipt of this submission.

--
Pozdrawiam/ Best Regards

Jakub Linkowski
Optivio Consulting

E-mail: jakub.linkowski@gmail.com

Mobile. +48 600 90 51 51

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Mažuranićevo šetalište 24b, 21000 Split

(Regionalni centar Split)

Nadležni trgovački sud: Trgovački sud u Splitu

Poslovni broj spisa: St-431/2026

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: Optivio Consulting Jakub Linkowski

OIB: PL7292479377 (NIP / porezni broj)

Adresa / sjedište: Ul. Argentyńska 26A, 05-825 Janinów, Poljska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv: STUDENAC d.o.o.

OIB: 02023029348

Adresa / sjedište:

Četvrt Ribnjak 17, 21310 Omiš, Hrvatska

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Ugovor o savjetodavnim uslugama (Consulting Agreement) od 03.10.2025. godine

Iznos dospjele tražbine: 2.000,00 EUR

Glavnica: 2.000,00 EUR

Kamate: 0,00 EUR

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka: 0,00 EUR

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga):

1. *Ugovor o savjetodavnim uslugama od 03.10.2025. godine (Izvornik na engleskom jeziku)*
2. *Prijevod Ugovora o savjetodavnim uslugama na hrvatski jezik*
3. *Račun br. FS/26/8/1 od 31.08.2026. na iznos od 1.000,00 EUR*
4. *Račun br. FS/26/10/1 od 10.10.2026. na iznos od 967,00 EUR*
5. *Račun br. FS/26/10/2 od 10.10.2026. na iznos od 33,00 EUR*
6. *Pregled i prijevod izdatih računa*

Vjerovnik raspolaže ovršnom ispravom: NE

Naziv ovršne isprave: Nije primjenjivo (N/A)

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava: Nema (N/A)

Dio imovine na koji se odnosi razlučno pravo: Nema (N/A)

Iznos tražbine: 0,00 EUR

Razlučni vjerovnik odriče se prava na odvojeno namirenje: NE ODRIČEM

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja: NE PRISTAJEM

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava: Nema (N/A)

Dio imovine na koji se odnosi izlučno pravo: Nema (N/A)

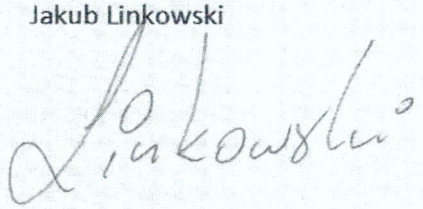
Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja: Nije primjenjivo

Mjesto i datum: Janinów, 24.10.2026.

_____

Potpis vjerovnika:

Jakub Linkowski



Consulting Agreement

This Consulting Agreement was signed on 03.10.2025 between:

STUDENAC d.o.o., with registered seat in Omiš, Četvrt Ribnjak 17, registered in the Commercial Court Registry in Split under Company Registration Number /MBS/: 081168181, Personal Identification Number /OIB/: 02023029348 represented by Michał Seńczuk, President of the Board and Michal Halwa, Board Member, hereinafter referred to as the **"Company"**

and

Optivio Consulting Jakub Linkowski, Argentyńska 26a, 05-825 Janinów, Poland, NIP: 7292479377 represented by Jakub Linkowski, Owner, referred to as the **"Consultant"**

(hereinafter jointly referred to as the "**Parties**" or separately as a "**Party**")

In consideration of the foregoing and of the mutual covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. **Consultant.** The Company hereby engages the Consultant, and the Consultant hereby accepts the obligation to render consulting services to the Company in relation to analyzing, improving, and standardizing operational processes in stores to increase efficiency, reduce losses, enhance customer experience, and optimize operating costs. The services will be provided in Studenac d.o.o. headquarters in Omiš, office in Zagreb as well as remotely, including:

Current State Analysis

- conduct audits of sales and operational processes in stores,
- observe staff workflows and analyze workstation organization and product flow,
- Identify bottlenecks, inefficiencies, and areas of losses,
- evaluate the use and effectiveness of IT systems such as POS and ERP solutions.

Process Improvement Design

- develop recommendations for optimizing key processes (e.g., goods receiving, shelf replenishment, inventory management, customer service),
- propose changes to team organization and task allocation,
- design operational standards and procedures (SOPs – Standard Operating Procedures),
- recommend and select IT tools that enhance operational efficiency (e.g., automated ordering systems, workforce planning tools).

Implementation and Training

- support "In-store processes manager" in implementing recommended improvements,
- conduct workshops and training sessions for staff on new procedures,
- monitor pilot implementations and evaluate results,
- prepare instructional materials and operational checklists.

Performance Monitoring and Reporting

- analyze KPIs after implementation,
- report on optimization results and provide further recommendations,
- maintain ongoing communication with the operations team and management to adapt processes to market changes.

2. **Independent Contractor Status.** The Parties agree that the Consultant is an independent contractor and not an employee, agent, partner, joint venturer, covenantor or representative of the Company and that the Company will not incur any liability as a result of the Consultant's actions. The Consultant shall not be entitled to perform the Services by means of third person unless prior consent of the Company is contained and in that case the Consultant is responsible for the services they provide, as if had done them himself. The Consultant shall always disclose to be an independent contractor of the Company and shall not claim to any third party to be an employee, agent, covenantor, or representative of the Company. The Consultant shall not be entitled to any employment benefits offered to the Company's employees including workers' compensation insurance coverage. The Company shall not exercise control over the Consultant.

3. **Remuneration and payment terms.** The Company shall pay to the Consultant, as remuneration for the services rendered:

   The Company shall pay to the Consultant, as remuneration for the services rendered a monthly fee of 1000 EUR net of VAT. The Consultant declares that its entity is VAT-registered in Poland.
   Documented travel expenses linked to provision of services and pre-agreed with Studenac will be reimbursed.

   Invoices for the monthly fee shall be issued on the monthly basis by the 5th day of a month following the month, to which the invoice relates, and they will be paid in the deadline of 14 days after receipt the invoice.

   The payment shall be made based on the invoice by bank transfer to the Consultant's bank account: IBAN number: PL 16 1050 1924 1000 0090 8579 4577, Swift code: INGBPLPW

4. **Term.** This Agreement shall enter into force on 3rd October 2025 and shall remain in force for an indefinite period of time.

5. **Termination.** This agreement can be terminated by either of the parties at any time by notifying such intent on writing, with due observance of a notice period of **30 days** Parties agree, that in case of termination of this Agreement only the invoices due before the termination will be paid.

   Both Parties reserve the right to terminate this Agreement with immediate effect if the other Party grossly violates the obligations arising here from, under the condition that the Party who is in the breach was previously, in a provable way, invited by other Party to fulfil the obligations under this Agreement.

6. **Covenant of Nondisclosure.** The Consultant shall treat as a business secret and in confidentiality all information obtained in connection with the execution of this Agreement. The Parties acknowledge that they have previously entered into a Non-Disclosure Agreement dated 1st September 2025 (the "NDA"), which remains in full force and effect. The terms of the NDA shall apply to this Agreement, and any information exchanged in connection with this Agreement shall be subject to the terms of the NDA.

   The confidentiality obligation shall remain in force indefinitely, even after the termination of this Agreement.

   The same obligation applies to the Client regarding information related to the Consultant's business operations.

7. **Non-compete clause**: During the term of this Agreement and for the period of 2 (two) years after termination of validity of this Agreement for any reason, the Consultant shall not provide services to other clients in the Republic of Croatia who may be in competition with the Company or whose interests may conflict with Company's interests. In case of violation of this provision the Consultant will be obliged to pay to the Company a contractual penalty in amount of 30.000,00 EUR. For avoidance of any doubt,

besides the agreed penalty, the Company and the Group will have a right to seek the compensation of any damages from the Consultant that may arise for the Client due to breach of this provision.

8. **Rights to Work.** The Company shall have the right to use the Consultant's whole work, any part of parts thereof, or none of the work, as it sees fit. The Company may alter the Consultant's work, add to it, or combine it with any other work or works, at its sole discretion. Notwithstanding the foregoing, the original material submitted by the Consultant as a part of the work or as a part of the process of creating the work, including but not limited to programs, listings, printouts, documentation, notes, flow charts, power point presentations, proposals, recommendations or reports shall be the Company's property whether or not the Company uses such material. No rights are reserved by the Consultant.

   The Consultant's obligations under this Agreement shall survive expiration or termination of this Agreement and any amendments thereto.

9. **Personal data protection**. The Consultant acknowledges and agrees that, in the course of the engagement by the Company, the Consultant may receive or have access to personal information. The Consultant shall comply with the terms and conditions set forth in this Agreement and General Data Protection Regulation EU 2016/679 (GDPR) in collection, receipt, transmission, storage, disposal, use and disclosure of such personal information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of personal information under its control or in its possession by all the authorized employees/authorized persons.

10. **Warranty.** As an inducement for the Company to enter into this Agreement the Consultant confirms the following:

    10.1 **Qualifications**. The Consultant hereby guarantees to the Company that all the statements and materials regarding the Consultant's qualifications to perform the work contemplated under this Agreement are true and correct and are not misleading or incomplete due to any reason including omission. The Consultant agrees that the Company may immediately terminate this Agreement if the Consultant has misstated the qualifications or the qualifications of its employees, consultants, contractors, agents or representatives to perform the work contemplated under this Agreement or otherwise breached its representations and warranties set forth under this Agreement.

    10.2 **Quality of Services**. The Consultant hereby guarantees to the Company that all the services, work and deliverables to be performed hereunder shall be performed in a professional and workmanlike manner, in accordance with the highest industry standards.

11. **Miscellaneous**.

    11.1 **Cooperation**. The Consultant agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, documents and instruments as may be required to effect any of the transactions contemplated by this Agreement at any time upon Company's request.

    11.2 **Equipment and IT environment**. The Company may request the services of the Consultant to be provided using the Company's equipment, such as computer, cellular phone, and/or other, as well as to use the IT environment and systems of the Company (such as e.g. email services, access to Google Workspace or equivalent environment, access to any applications). Consultant agrees to use the equipment according to the internal regulations of the Company regarding such equipment and IT environment. The Consultant confirms that both the equipment itself, as well as all the information stored or processed using the Company's equipment and IT systems remain the property of the Company. The Company retains the right to access such information at any time as well as to request the Consultant to provide access to the equipment and the resources used by the Consultant with the use of the Company's IT environment and systems.

11.3 Assignment or Amendment. This Agreement is not assignable by either the Consultant or the Company and all the obligations hereunder shall terminate automatically upon the Consultant's death should such death occur prior to the termination of this Agreement. No alteration, modification, amendment or other change of this Agreement shall be binding for the Parties unless in writing, approved and executed by the Consultant and an authorized executive officer of the Company.

11.4 Notices. Any notice or other communication arising from this Agreement shall be in writing (via e-mail) and shall be deemed to have been delivered once received to the following addresses

For the Company: (Michał Seńczuk) michal.senczuk@studenac.hr

For the Consultant: (Jakub Linkowski) jakub.linkowski@gmail.com

11.5 Governing Law. This Agreement shall be drafted in accordance with the Croatian laws. The Parties hereto agree that any action related to this Agreement shall be venue solely in Croatian courts located in Split.

11.6 Invalidity. The terms of this Agreement shall be severable so that if any term, clause or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses and provisions hereof. The Parties agree that if any such term, clause or provision was held to be invalid prior to the execution hereof, they would have executed an agreement containing all the remaining terms, clauses and provisions of this Agreement.

11.7 Waiver of Breach. The waiver by either Party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.

11.8 Background, Enumerations, and Headings. The background, enumerations, and headings contained in this Agreement serve for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

11.9 Entire Agreement. This Agreement shall constitute the entire agreement between the Parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the Parties to this Agreement.

11.10 This Agreement has been drawn up and signed in two counterparts, one for each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

The Company:

Michał Seńczuk, President of the Board

Jakub Linkowski, The Consultant

Michał Halwa, Board member

UGOVOR O SAVJETODAVNIM USLUGAMA

Ovaj Ugovor o savjetodavnim uslugama potpisan je dana 03.10.2025. godine između:

STUDENAC d.o.o., sa sjedištem u Omišu, Četvrt Ribnjak 17, upisan u Sudski registar Trgovačkog suda u Splitu pod matičnim brojem /MBS/: 081168181, OIB: 02023029348, kojeg zastupaju Michał Seńczuk, predsjednik Uprave i Michal Halwa, član Uprave (u daljnjem tekstu: "Društvo")

i

Optivio Consulting Jakub Linkowski, Argentyńska 26a, 05-825 Janinów, Poljska, NIP: 7292479377, kojeg zastupa Jakub Linkowski, vlasnik (u daljnjem tekstu: "Savjetnik")

(u daljnjem tekstu zajednički "Ugovorne strane" ili pojedinačno "Ugovorna strana")

Uzimajući u obzir prethodno navedeno i međusobne obveze iz ovog Ugovora, Ugovorne strane suglasne su kako slijedi:

1. SAVJETNIK

Društvo ovime angažira Savjetnika, a Savjetnik prihvaća obvezu pružanja savjetodavnih usluga Društvu u vezi s analizom, poboljšanjem i standardizacijom operativnih procesa u trgovinama radi povećanja učinkovitosti, smanjenja gubitaka, poboljšanja korisničkog iskustva i optimizacije operativnih troškova. Usluge će se pružati u sjedištu Studenac d.o.o. u Omišu, uredu u Zagrebu te na daljinu, uključujući:

Analiza trenutnog stanja

- provođenje audita prodajnih i operativnih procesa u trgovinama,
- promatranje radnih procesa osoblja i analiza organizacije radnih mjesta i protoka proizvoda,
- identifikacija uskih grla, neučinkovitosti i područja gubitaka,
- procjena korištenja i učinkovitosti IT sustava kao što su POS i ERP rješenja.

Dizajn poboljšanja procesa

- izrada preporuka za optimizaciju ključnih procesa (npr. zaprimanje robe, popunjavanje polica, upravljanje zaliha, usluga kupcima),
- predlaganje izmjena u organizaciji timova i raspodjeli zadataka,
- izrada operativnih standarda i procedura (SOP - Standardne operativne procedure),
- preporuka i odabir IT alata koji poboljšavaju operativnu učinkovitost (npr. automatizirani sustavi naručivanja, alati za planiranje radne snage).

Implementacija i obuka

- podrška Voditelju procesa u trgovinama u provedbi preporučenih poboljšanja,
- održavanje radionica i obuka za osoblje o novim procedurama,
- praćenje pilot-implementacija i evaluacija rezultata,
- priprema edukativnih materijala i operativnih kontrolnih lista.

Praćenje izvedbe i izvještavanje

CONSULTING AGREEMENT

This Consulting Agreement was signed on 03.10.2025 between:

STUDENAC d.o.o., with registered seat in Omiš, Četvrt Ribnjak 17, registered in the Commercial Court Registry in Split under Company Registration Number /MBS/: 081168181, Personal Identification Number /OIB/: 02023029348 represented by Michał Seńczuk, President of the Board and Michal Halwa, Board Member, hereinafter referred to as the "Company"

and

Optivio Consulting Jakub Linkowski, Argentyńska 26a, 05-825 Janinów, Poland, NIP: 7292479377 represented by Jakub Linkowski, Owner, referred to as the "Consultant"

(hereinafter jointly referred to as the "Parties" or separately as a "Party")

In consideration of the foregoing and of the mutual covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. CONSULTANT

The Company hereby engages the Consultant, and the Consultant hereby accepts the obligation to render consulting services to the Company in relation to analyzing, improving, and standardizing operational processes in stores to increase efficiency, reduce losses, enhance customer experience, and optimize operating costs. The services will be provided in Studenac d.o.o. headquarters in Omiš, office in Zagreb as well as remotely, including:

Current State Analysis

- conduct audits of sales and operational processes in stores,
- observe staff workflows and analyze workstation organization and product flow,
- identify bottlenecks, inefficiencies, and areas of losses,
- evaluate the use and effectiveness of IT systems such as POS and ERP solutions.

Process Improvement Design

- develop recommendations for optimizing key processes (e.g., goods receiving, shelf replenishment, inventory management, customer service),
- propose changes to team organization and task allocation,
- design operational standards and procedures (SOPs - Standard Operating Procedures),
- recommend and select IT tools that enhance operational efficiency (e.g., automated ordering systems, workforce planning tools).

Implementation and Training

- support "In-store processes manager" in implementing recommended improvements,
- conduct workshops and training sessions for staff on new procedures,
- monitor pilot implementations and evaluate results,
- prepare instructional materials and operational checklists.

Performance Monitoring and Reporting

2. STATUS NEOVISNOG IZVRŠITELJA

Ugovorne strane suglasne su da je Savjetnik neovisni izvršitelj, a ne zaposlenik, zastupnik, partner, sudionik u zajedničkom poduhvatu ili predstavnik Društva te da Društvo neće snositi nikakvu odgovornost kao rezultat radnji Savjetnika. Savjetnik nema pravo izvršavati Usluge putem trećih osoba osim ako za to prethodno nije dobivena suglasnost Društva; u tom slučaju Savjetnik odgovara za usluge koje te osobe pruže kao da ih je izvršio sam. Savjetnik će uvijek isticati da je neovisni izvršitelj Društva i neće se trećim stranama predstavljati kao zaposlenik, zastupnik ili predstavnik Društva. Savjetnik nema pravo na pogodnosti iz radnog odnosa koje se nude zaposlenicima Društva, uključujući osiguranje od ozljeda na radu. Društvo neće vršiti nadzor nad Savjetnikom.

3. NAKNADA I UVJETI PLAĆANJA

Društvo će Savjetniku za pružene usluge platiti mjesečnu naknadu u iznosu od 1000 EUR neto bez PDV-a. Savjetnik izjavljuje da je njegov subjekt obveznik PDV-a u Poljskoj.

Dokumentirani putni troškovi povezani s pružanjem usluga i prethodno dogovoreni sa Studencem bit će nadoknađeni.

Računi za mjesečnu naknadu izdavat će se na mjesečnoj bazi do 5. dana u mjesecu koji slijedi nakon mjeseca na koji se račun odnosi, a bit će plaćeni u roku od 14 dana od zaprimanja računa.

Plaćanje će se izvršiti na temelju računa bankovnim doznakom na račun Savjetnika:

IBAN:	PL 16 1050 1924 1000 0090 8579 4577
SWIFT / BIC:	INGBPLPW

4. TRAJANJE

Ovaj Ugovor stupa na snagu 3. listopada 2025. godine i ostaje na snazi na neodređeno vrijeme.

5. RASKID UGOVORA

Ovaj Ugovor može raskinuti bilo koja ugovorna strana u bilo kojem trenutku slanjem pisane obavijesti, uz poštivanje otkaznog roka od 30 dana. Ugovorne strane suglasne su da će se u slučaju raskida ovog Ugovora platiti samo računi koji dospijevaju prije raskida.

Obje Ugovorne strane zadržavaju pravo raskida ovog Ugovora s trenutnim učinkom ako druga Ugovorna strana grubo krši obveze koje iz njega proizlaze, pod uvjetom da je stranka koja je u povredi prethodno na dokaziv način pozvana od druge stranke da ispuni svoje obveze prema ovom Ugovoru.

6. OBVEZA ČUVANJA TAJNOSTI

Savjetnik će sve informacije dobivene u vezi s izvršenjem ovog Ugovora tretirati kao poslovnu tajnu i povjerljive podatke. Ugovorne strane potvrđuju da su prethodno sklopile Ugovor o povjerljivosti podataka od 1. rujna 2025. godine ("NDA"), koji ostaje na punoj snazi. Uvjeti NDA primjenjuju se na ovaj Ugovor, a sve informacije razmijenjene u vezi s ovim Ugovorom podliježu uvjetima NDA. Obveza povjerljivosti ostaje na snazi neodređeno vrijeme, čak i nakon prestanka ovog Ugovora. Jednaka obveza odnosi se i na Klijenta u pogledu informacija vezanih uz poslovne aktivnosti Savjetnika.

7. ZABRANA NATJECANJA

2. INDEPENDENT CONTRACTOR STATUS

The Parties agree that the Consultant is an independent contractor and not an employee, agent, partner, joint venturer, covenantor or representative of the Company and that the Company will not incur any liability as a result of the Consultant's actions. The Consultant shall not be entitled to perform the Services by means of third person unless prior consent of the Company is contained and in that case the Consultant is responsible for the services they provide, as if had done them himself. The Consultant shall always disclose to be an independent contractor of the Company and shall not claim to any third party to be an employee, agent, covenantor, or representative of the Company. The Consultant shall not be entitled to any employment benefits offered to the Company's employees including workers' compensation insurance coverage. The Company shall not exercise control over the Consultant.

3. REMUNERATION AND PAYMENT TERMS

The Company shall pay to the Consultant, as remuneration for the services rendered a monthly fee of 1000 EUR net of VAT. The Consultant declares that its entity is VAT-registered in Poland.

Documented travel expenses linked to provision of services and pre-agreed with Studenac will be reimbursed.

Invoices for the monthly fee shall be issued on the monthly basis by the 5th day of a month following the month, to which the invoice relates, and they will be paid in the deadline of 14 days after receipt the invoice.

The payment shall be made based on the invoice by bank transfer to the Consultant's bank account:

IBAN number:	PL 16 1050 1924 1000 0090 8579 4577
Swift code:	INGBPLPW

4. TERM

This Agreement shall enter into force on 3rd October 2025 and shall remain in force for an indefinite period of time.

5. TERMINATION

This agreement can be terminated by either of the parties at any time by notifying such intent on writing, with due observance of a notice period of 30 days Parties agree, that in case of termination of this Agreement only the invoices due before the termination will be paid.

Both Parties reserve the right to terminate this Agreement with immediate effect if the other Party grossly violates the obligations arising here from, under the condition that the Party who is in the breach was previously, in a provable way, invited by other Party to fulfil the obligations under this Agreement.

6. COVENANT OF NONDISCLOSURE

The Consultant shall treat as a business secret and in confidentiality all information obtained in connection with the execution of this Agreement. The Parties acknowledge that they have previously entered into a Non-Disclosure Agreement dated 1st September 2025 (the "NDA"), which remains in full force and effect. The terms of the NDA shall apply to this Agreement, and any information exchanged in connection with this Agreement shall be subject to the terms of the NDA. The

8. PRAVA NA AUTORSKA DJELA

Društvo ima pravo koristiti cjelokupni rad Savjetnika, bilo koji njegov dio ili dijelove, ili ne koristiti rad uopće, kako smatra prikladnim. Društvo može izmijeniti rad Savjetnika, nadopuniti ga ili ga kombinirati s bilo kojim drugim radom ili radovima, prema vlastitom nahođenju. Neovisno o prethodno navedenom, izvorni materijal koji Savjetnik dostavi kao dio rada ili kao dio procesa izrade rada, uključujući, ali ne ograničavajući se na programe, popise, ispise, dokumentaciju, bilješke, dijagrame toka, PowerPoint prezentacije, prijedloge, preporuke ili izvješća, bit će vlasništvo Društva neovisno o tome koristi li Društvo takav materijal. Savjetnik ne zadržava nikakva prava.

Obveze Savjetnika prema ovom Ugovoru nadživjet će istek ili raskid ovog Ugovora i bilo koje njegove izmjene.

9. ZAŠTITA OSOBNIH PODATAKA

Savjetnik potvrđuje i suglasan je da tijekom angažmana od strane Društva može primiti ili imati pristup osobnim podacima. Savjetnik će se pridržavati uvjeta i odredbi navedenih u ovom Ugovoru i Općoj uredbi o zaštiti podataka EU 2016/679 (GDPR) pri prikupljanju, primanju, prijenosu, pohrani, odlaganju, korištenju i otkrivanju takvih osobnih podataka te će biti odgovoran za neovlašteno prikupljanje, primanje, prijenos, pristup, pohranu, odlaganje, korištenje i otkrivanje osobnih podataka pod svojom kontrolom ili u svom posjedu od strane svih ovlaštenih zaposlenika/ovlaštenih osoba.

10. JAMSTVA

Kao potsticaj Društvu da stupi u ovaj Ugovor, Savjetnik potvrđuje sljedeće:

10.1 Kvalifikacije. Savjetnik ovime jamči Društvu da su sve izjave i materijali koji se tiču kvalifikacija Savjetnika za obavljanje rada predviđenog ovim Ugovorom istiniti i točni te da nisu obmanjujući ili nepotpuni iz bilo kojeg razloga, uključujući propust. Savjetnik je suglasan da Društvo može odmah raskinuti ovaj Ugovor ako je Savjetnik krivo prikazao kvalifikacije ili kvalifikacije svojih zaposlenika, savjetnika, izvođača, zastupnika ili predstavnika za obavljanje rada predviđenog ovim Ugovorom ili na drugi način prekršio svoje izjave i jamstva navedena u ovom Ugovoru.

10.2 Kvaliteta usluga. Savjetnik ovime jamči Društvu da će sve usluge, rad i isporuke koje se trebaju izvršiti prema ovom Ugovoru biti izvršeni na profesionalan i stručan način, u skladu s najvišim standardima industrije.

11. RAZNE ODREDBE

11.1 Suradnja. Savjetnik je suglasan poduzeti, izvršiti, potvrditi i dostaviti sve daljnje radnje, dokumente i instrumente koji mogu biti potrebni za provedbu bilo koje od transakcija predviđenih ovim Ugovorom u bilo kojem trenutku na zahtjev Društva.

11.2 Oprema i IT okruženje. Društvo može zatražiti da se usluge Savjetnika pružaju uz korištenje opreme Društva, kao što su računalo, mobilni telefon i/ili drugo, kao i uz korištenje IT okruženja i sustava Društva (kao što su npr. usluge e-pošte, pristup Google Workspaceu ili ekvivalentnom okruženju, pristup aplikacijama). Savjetnik je suglasan koristiti opremu u skladu s internim pravilnicima Društva koji se odnose na takvu opremu i IT okruženje. Savjetnik potvrđuje da sama oprema, kao i sve informacije pohranjene ili obrađene korištenjem opreme i IT sustava Društva, ostaju vlasništvo Društva. Društvo zadržava pravo pristupa takvim informacijama u bilo kojem trenutku, kao i

8. RIGHTS TO WORK

The Company shall have the right to use the Consultant's whole work, any part of parts thereof, or none of the work, as it sees fit. The Company may alter the Consultant's work, add to it, or combine it with any other work or works, at its sole discretion. Notwithstanding the foregoing, the original material submitted by the Consultant as a part of the work or as a part of the process of creating the work, including but not limited to programs, listings, printouts, documentation, notes, flow charts, power point presentations, proposals, recommendations or reports shall be the Company's property whether or not the Company uses such material. No rights are reserved by the Consultant.

The Consultant's obligations under this Agreement shall survive expiration or termination of this Agreement and any amendments thereto.

9. PERSONAL DATA PROTECTION

The Consultant acknowledges and agrees that, in the course of the engagement by the Company, the Consultant may receive or have access to personal information. The Consultant shall comply with the terms and conditions set forth in this Agreement and General Data Protection Regulation EU 2016/679 (GDPR) in collection, receipt, transmission, storage, disposal, use and disclosure of such personal information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of personal information under its control or in its possession by all the authorized employees/authorized persons.

10. WARRANTY

As an inducement for the Company to enter into this Agreement the Consultant confirms the following:

10.1 Qualifications. The Consultant hereby guarantees to the Company that all the statements and materials regarding the Consultant's qualifications to perform the work contemplated under this Agreement are true and correct and are not misleading or incomplete due to any reason including omission. The Consultant agrees that the Company may immediately terminate this Agreement if the Consultant has misstated the qualifications or the qualifications of its employees, consultants, contractors, agents or representatives to perform the work contemplated under this Agreement or otherwise breached its representations and warranties set forth under this Agreement.

10.2 Quality of Services. The Consultant hereby guarantees to the Company that all the services, work and deliverables to be performed hereunder shall be performed in a professional and workmanlike manner, in accordance with the highest industry standards.

11. MISCELLANEOUS

11.1 Cooperation. The Consultant agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, documents and instruments as may be required to effect any of the transactions contemplated by this Agreement at any time upon Company's request.

11.2 Equipment and IT environment. The Company may request the services of the Consultant to be provided using the Company's equipment, such as computer, cellular phone, and/or other, as well as to use the IT environment and systems

Sprzedawca:
Optivio Consulting Jakub Linkowski
ul. Argentyńska 26A
05-825 Grodzisk Mazowiecki
NIP: PL 7292479377

Faktura VAT

Numer dokumentu: FS/26/8/1
Data wystawienia: 31-08-2026
Data dostawy/wykonania usługi: 31-08-2026

Nabywca:

Studenac d.o.o.
Cetvrt Ribnjak 17
21310 Omis
NIP: HR 02023029348

Odwrotne obciążenie (Reverse charge)

Lp.	Nazwa towaru/usługi	PKWiU	Ilość	j.m.	Cena netto [EUR]	VAT	Wartość netto [EUR]
1.	Usługi doradcze (Consulting)		1,0000	szt.	1 000,00	n/p	1 000,00

Forma płatności	Termin płatności	Kwota do zapłaty
Przelew	15-09-2026	1 000,00 EUR

	VAT	Wartość netto [EUR]	Kwota VAT [PLN]	Wartość brutto [EUR]
W tym:	n/p	1 000,00	0,00	1 000,00
Suma:		**1 000,00**	**0,00**	**1 000,00**

ING Bank Śląski S.A. Bank Śląski S.A. [PLN]: 16105019241000009085794577, SWIFT: INGBPLPW

Kurs przeliczenia z dnia 28-08-2026: 1 EUR = 4,3328 PLN

Razem do zapłaty: 1 000,00 EUR

Słownie: tysiąc EUR 0/100

Zapłacono: 0,00 EUR

Pozostaje do zapłaty: 1 000,00 EUR

Jakub Linkowski
Podpis osoby uprawnionej do wystawienia faktury

Data odbioru

Podpis osoby upoważnionej do odbioru faktury

Sprzedawca:
Optivio Consulting Jakub Linkowski
ul. Argentyńska 26A
05-825 Grodzisk Mazowiecki
NIP: PL 7292479377

Faktura VAT

Numer dokumentu: FS/26/10/1
Data wystawienia: 10-10-2026
Data dostawy/wykonania usługi: 29-09-2026

Nabywca:
Studenac d.o.o.
Cetvrt Ribnjak 17
21310 Omis
NIP: HR 02023029348

Odwrotne obciążenie (Reverse charge)

Lp.	Nazwa towaru/usługi	PKWiU	Ilość	j.m.	Cena netto [EUR]	VAT	Wartość netto [EUR]
1.	Usługi doradcze (Consulting)		1,0000	szt.	967,00	n/p	967,00

Forma płatności	Termin płatności	Kwota do zapłaty
Przelew	24-10-2026	967,00 EUR

	VAT	Wartość netto [EUR]	Kwota VAT [PLN]	Wartość brutto [EUR]
W tym:	n/p	967,00	0,00	967,00
Suma:		**967,00**	**0,00**	**967,00**

ING Bank Śląski S.A. Bank Śląski S.A. [PLN]: 16105019241000009085794577, SWIFT: INGBPLPW

Kurs przeliczenia z dnia 28-09-2026: 1 EUR = 4,3769 PLN

Razem do zapłaty: 967,00 EUR

Słownie: dziewięćset sześćdziesiąt siedem EUR 0/100

Zapłacono: 0,00 EUR

Pozostaje do zapłaty: 967,00 EUR

Jakub Linkowski		
Podpis osoby uprawnionej do wystawienia faktury	Data odbioru	Podpis osoby upoważnionej do odbioru faktury

Sprzedawca:
Optivio Consulting Jakub Linkowski
ul. Argentyńska 26A
05-825 Grodzisk Mazowiecki
NIP: PL 7292479377

Faktura VAT

Numer dokumentu: FS/26/10/2
Data wystawienia: 10-10-2026
Data dostawy/wykonania usługi: 30-09-2026

Nabywca:
Studenac d.o.o.
Cetvrt Ribnjak 17
21310 Omis
NIP: HR 02023029348

Odwrotne obciążenie (Reverse charge)

Lp.	Nazwa towaru/usługi	PKWiU	Ilość	j.m.	Cena netto [EUR]	VAT	Wartość netto [EUR]
1.	Usługi doradcze (Consulting)		1,0000	szt.	33,00	n/p	33,00

Forma płatności	Termin płatności	Kwota do zapłaty
Przelew	24-10-2026	33,00 EUR

	VAT	Wartość netto [EUR]	Kwota VAT [PLN]	Wartość brutto [EUR]
W tym:	n/p	33,00	0,00	33,00
Suma:		**33,00**	**0,00**	**33,00**

ING Bank Śląski S.A. Bank Śląski S.A. [PLN]: 16105019241000009085794577, SWIFT: INGBPLPW

Kurs przeliczenia z dnia 29-09-2026: 1 EUR = 4,3728 PLN

Razem do zapłaty: 33,00 EUR

Słownie: trzydzieści trzy EUR 0/100

Zapłacono: 0,00 EUR

Pozostaje do zapłaty: 33,00 EUR

Jakub Linkowski		
Podpis osoby uprawnionej do wystawienia faktury	Data odbioru	Podpis osoby upoważnionej do odbioru faktury

Pregled i prijevod računa za: **Studenac d.o.o.**

Izvor / Nadawca: Optivio Consulting

Język / Jezik: Chorwacki (Hrvatski)

BROJ RAČUNA (LICZBA FAKTUR)	UKUPAN IZNOS (SUMA EUR)
3	**2.000,00 EUR**

Sažetak izdanih računa (Summary Table)

BROJ RAČUNA	DATUM IZDAVANJA	ROK PLAĆANJA	USLUGA	IZNOS [EUR]
FS/26/8/1	31-08-2026	15-09-2026	Savjetodavne usluge (Consulting)	1.000,00 EUR
FS/26/10/1	10-10-2026	24-10-2026	Savjetodavne usluge (Consulting)	967,00 EUR
FS/26/10/2	10-10-2026	24-10-2026	Savjetodavne usluge (Consulting)	33,00 EUR

Detaljni prikaz: Račun 1

RAČUN BR. FS/26/8/1 Prijenos porezne obveze / Reverse charge — 1.000,00 EUR

PRODAVATELJ (SPRZEDAWCA)

Optivio Consulting Jakub Linkowski

ul. Argentyńska 26A, 05-825 Grodzisk Mazowiecki, Poljska

OIB (NIP): PL 7292479377

KUPAC (NABYWCA)

Studenac d.o.o.

Četvrt Ribnjak 17, 21310 Omiš, Hrvatska

OIB (NIP): HR 02023029348

NAZIV USLUGE	KOLIČINA	CIJENA NETO	PDV	UKUPNO NETO
Savjetodavne usluge (Usługi doradcze / Consulting)	1,0000 kom.	1.000,00 EUR	n/p	1.000,00 EUR

Datum izdavanja: 31-08-2026 **Rok plaćanja:** 15-09-2026 **Način plaćanja:** Przelew (Virman)

Datum usluge: 31-08-2026 **Tečaj (28-08-2026):** 1 EUR = 4,3328 PLN **Slovima:** tisuću EUR 0/100

Detaljni prikaz: Račun 2

RAČUN BR. FS/26/10/1 Prijenos porezne obveze / Reverse charge **967,00 EUR**

PRODAVATELJ (SPRZEDAWCA)
Optivio Consulting Jakub Linkowski
ul. Argentyńska 26A, 05-825 Grodzisk Mazowiecki, Poljska
OIB (NIP): PL 7292479377

KUPAC (NABYWCA)
Studenac d.o.o.
Četvrt Ribnjak 17, 21310 Omiš, Hrvatska
OIB (NIP): HR 02023029348

NAZIV USLUGE	KOLIČINA	CIJENA NETO	PDV	UKUPNO NETO
Savjetodavne usluge (Usługi doradcze / Consulting)	1,0000 kom.	967,00 EUR	n/p	967,00 EUR

Datum izdavanja: 10-10-2026 **Rok plaćanja:** 24-10-2026 **Način plaćanja:** Przelew (Virman)

Datum usluge: 29-09-2026 **Tečaj (28-09-2026):** 1 EUR = 4,3769 PLN **Slovima:** devetsto šezdeset sedam EUR 0/100

Detaljni prikaz: Račun 3

RAČUN BR. FS/26/10/2 Prijenos porezne obveze / Reverse charge **33,00 EUR**

PRODAVATELJ (SPRZEDAWCA)
Optivio Consulting Jakub Linkowski
ul. Argentyńska 26A, 05-825 Grodzisk Mazowiecki, Poljska
OIB (NIP): PL 7292479377

KUPAC (NABYWCA)
Studenac d.o.o.
Četvrt Ribnjak 17, 21310 Omiš, Hrvatska
OIB (NIP): HR 02023029348

NAZIV USLUGE	KOLIČINA	CIJENA NETO	PDV	UKUPNO NETO
Savjetodavne usluge (Usługi doradcze / Consulting)	1,0000 kom.	33,00 EUR	n/p	33,00 EUR

Datum izdavanja: 10-10-2026 **Rok plaćanja:** 24-10-2026 **Način plaćanja:** Przelew (Virman)

Datum usluge: 30-09-2026 **Tečaj (29-09-2026):** 1 EUR = 4,3728 PLN **Slovima:** trideset tri EUR 0/100

Podaci za uplatu (Bank details):
ING Bank Śląski S.A. [PLN]: 16105019241000009085794577 | SWIFT: INGBPLPW